

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with the sale, Trustee shall apply the proceeds of the sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the maximum rate permitted by the laws of the state in which the Mortgaged Property is located; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

27. Any Trustor who is a married woman hereby expressly agrees and consents that recourse may be had against her separate property for any deficiency after the sale of the property hereunder.

28. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

29. Beneficiary may, from time to time, substitute another Trustee in the place of the Trustee herein named to execute this Trust. Upon such appointment, and without conveyance to the Successor Trustee, the latter shall be vested with all the title, estate, rights, powers and duties conferred upon the Trustee herein named. Each such appointment and substitution shall be made by written instrument executed by the Beneficiary, containing reference to this Deed of Trust sufficient to identify it, including the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded, and the name and address of the New Trustee, which, when recorded among the public records of the County or Counties in which the property is situated, shall be conclusive proof of the proper appointment of the Successor Trustee.

30. The Trustee cannot and shall not release any properties encumbered under this Deed of Trust nor can, nor shall the Trustee take any action or exercise any power under this Deed of Trust without the written authorization of the Beneficiary.

31. During the continuance of any such Event of Default, the Beneficiary personally, or by its agents or attorneys, may enter into and upon all or any part of the Premises, and each and every part thereof, and may exclude the Trustor, its agents and servants wholly therefrom; and having and holding the same, they may use, operate, manage and control the Premises and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, the Beneficiary at the expense of the Mortgaged Property, or the Trustor, from time to time, either by purchase, repairs or construction, may maintain and restore the Mortgaged Property, whereof it shall become possessed as aforesaid, may complete the construction or development of the improvements and in the course of such completion may make such changes in the contemplated improvements as it may deem desirable and may insure the same; and likewise, from time to time, at the expense of the Mortgaged Property, or the Trustor, the Beneficiary may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may seem advisable; and in every such case the Beneficiary shall have the right to manage and operate the Mortgaged Property and to carry on the business thereof and exercise all rights and powers of the Trustor with respect thereto either in the name of the Trustor or otherwise as it shall deem best; and the Beneficiary shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Mortgaged Property and every part thereof, all of which shall for all purposes constitute property of the Trustor; and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property, or any part thereof, as well as just and reasonable compensation for the services of the Beneficiary and for all Attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, the Beneficiary shall apply the monies arising as aforesaid, first, to the payment of the principal of the Note and the interest thereon, when and as the same shall become payable and second, to the payment of any other sums required to be paid by the Trustor under this Deed of Trust.

32. In case of proceedings by or against the Trustor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, then and in such case the Beneficiary shall be entitled to prove the whole amount of principal and interest due upon the Note to the full amount thereof, and all other payments, charges and costs due under this Deed of Trust, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property, provided, however, that in no case shall the Beneficiary receive a greater amount than such principal and interest and such other payments, charges and costs from the aggregate amount of the proceeds of the sale of the Mortgaged Property and the distribution from the estate of the Trustor.

33. That Beneficiary shall have the right from time to time to take action to recover any sums, whether interest, principal or any installment of either, or any other sums required to be paid under the terms of this Deed of Trust, as the same become due, without regard to whether or not the principal sum secured, or any other sums secured, by the Note shall be due, and without prejudice to the right of Beneficiary thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Trustor existing at the time such earlier action was commenced. No remedy conferred upon or reserved to the Beneficiary herein, or in the Note or the Loan Agreement, is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every remedy given to the Beneficiary or now or hereafter existing at law or in equity or by statute. No delay or omission of the Beneficiary to exercise any right or power accruing upon any Event of Default herein, or in the Note, or the Loan Agreement, shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by the Deed of Trust herein, or in the Note or the Loan Agreement, to the Beneficiary may be exercised from time to time as often as may be deemed expedient by the Beneficiary. Nothing in this Deed of Trust or in the Note or in the Loan Agreement shall affect the obligation of the Trustor to pay the principal of, and interest on, the Note in the manner and at the time and place therein respectively expressed.

34. To the extent permitted by the laws of the state where the Mortgaged Property is located, the Trustor will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Deed of Trust, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted, by any Governmental Authority or otherwise, to redeem the property so sold or any part thereof; and the Trustor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Beneficiary, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Trustor, for itself and all who claim under it, waives to the extent that it lawfully may, all right to have the Mortgaged Property marshaled upon any foreclosure hereof.

35. To the extent of the indebtedness of the Trustor to the Beneficiary described herein or secured hereby, the Beneficiary is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every Deed of Trust and Mortgage, lien or other encumbrance on the land described herein which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby, and the respective